

5-638587
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MAERSK LINE,

Plaintiff,

- against -

MILLIKEN & COMPANY,

Defendant.
-----X

08 CIV 7410



Plaintiff MAERSK LINE, by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against defendant MILLIKEN & COMPANY, in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq., and Paragraph 26 of the Bills of Lading.

2. At all times hereinafter mentioned, plaintiff MAERSK LINE was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 9300 Arrowpoint Blvd., Charlotte, NC 28273.

3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.

4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published tariff, all as set forth in Schedule A.

5. Thereafter, the goods were carried to the ports of destination and delivered to the defendant and/or its agents and/or the consignee and/or its agents.

6. Plaintiff has performed all duties and obligations required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and refuse to remit payment of \$81,168.45, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$81,168.45 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendants citing them to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York

August 18, 2008

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By



Albert J. Avallone - AA1679
Attorneys for Plaintiff
MAERSK LINE
551 Fifth Avenue, Suite 1625
New York, NY 10176
(212) 696-1760

SCHEDULE A

I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant MILLIKEN & COMPANY was and still is a corporation organized and existing under the laws of the State of Delaware, with offices and a place of business at 920 Milliken Road, Spartanburg, SC 29304.

II. Details of shipment(s):

1. Bill of Lading No. 523946981, dated September 26, 2007, from LaGrange, GA to Ashdod via Savannah on the Vessel MAERSK MARYLAND, three (3) forty-foot Hi-Cubes SAID TO CONTAIN: ROLLS CARPET, at the applicable tariff and/or Service Contract rate of \$1,545.00 (Exhibit A).
Amount Paid: \$0 Amount Due: \$1,545.00

2. Bill of Lading No. 523784202, dated October 4, 2007, from LaGrange to Nhava Sheva via Charleston on the Vessel MAERSK OHIO, one (1) twenty-foot container SAID TO CONTAIN: NYLON CARPET TILES, et al., at the applicable tariff and or Service Contract rate of \$580.00 (Exhibit B).
Amount Paid: \$0 Amount Due: \$580.00

3. Bill of Lading No. 855874341, dated February 14, 2008, from GTI, India to Charleston on the Vessel MAERSK MISSOURI, one (1) forty-foot Hi-Cube SAID TO CONTAIN: POLYESTER PARTIALLY ORIENTED YARN, at the applicable tariff and/or Service Contract rate of \$1,645.00 (Exhibit C).
Amount Paid: \$1,075.00 Amount Due: \$570.00

4. Bill of Lading No. 524950235, dated February 9, 2008, from LaGrange to Antwerp via Charleston and Rotterdam on the Vessel MAERSK DOLORES, one (1) twenty-foot container SAID TO CONTAIN: FABRICS, at the applicable tariff and/or Service Contract rate of \$1,641.00 (Exhibit D).

Amount Paid: \$0

Amount Due: \$1,641.00

5. Bill of Lading No. 525030146, dated February 24, 2008, from Union, SC to Laarne via Charleston and Rotterdam on the Vessel APL TURQUOISE, one (1) forty-five foot container SAID TO CONTAIN: FABRIC, at the applicable tariff and/or Service Contract rate of \$7,320.00 (Exhibit E).

Amount Paid: \$0

Amount Due: \$7,320.00

6. Bill of Lading No. 525036608, dated February 24, 2008, from LaGrange to Antwerp via Charleston and Rotterdam on the Vessel APL TURQUOISE, one (1) forty-foot container SAID TO CONTAIN: FABRIC, at the applicable tariff and/or Service Contract rate of \$2,139.21 (Exhibit F).

Amount Paid: \$0

Amount Due: \$2,139.21

7. Bill of Lading No. 525092932, dated March 1, 2008, from Union to Laarne via Charleston and Rotterdam on the Vessel MOL ENDEAVOR, one (1) forty-five foot container SAID TO CONTAIN: FABRIC, at the applicable tariff and/or Service Contract rate of \$7,328.31 (Exhibit G).

Amount Paid: \$0

Amount Due: \$7,328.31

8. Bill of Lading No. 525135995, dated March 10, 2008, from Union to Laarne via Charleston and Rotterdam on the Vessel MOL EXPEDITOR, one (1) forty-five foot and one (1) forty-foot container SAID TO CONTAIN: FABRIC, at the applicable tariff and/or Service Contract rate of \$4,755.00 (Exhibit H).

Amount Paid: \$0

Amount Due: \$4,755.00

9. Bill of Lading No. 525206574, dated March 13, 2008, from Union to Laarne via Charleston and Rotterdam on the Vessel APL EGYPT, two (2) forty-five foot containers SAID TO CONTAIN: FABRIC, at the applicable tariff and/or Service Contract rate of \$4,912.51 (Exhibit I).

Amount Paid: \$0

Amount Due: \$4,912.51

10. Bill of Lading No. 525236751, dated March 24, 2008, from Union to Laarne via Charleston and Rotterdam on the Vessel MOL ENTERPRISE, one (1) forty-five foot container SAID TO CONTAIN: FABRIC, at the applicable tariff and/or Service Contract rate of \$2,473.98 (Exhibit J).

Amount Paid: \$0

Amount Due: \$2,473.98

11. Bill of Lading No. 525288301, dated March 27, 2008, from Union to Laarne via Charleston and Rotterdam on the Vessel APL JADE, one (1) forty-five foot container SAID TO CONTAIN: FABRIC, at the applicable tariff and/or Service Contract rate of \$2,476.07 (Exhibit K).

Amount Paid: \$0

Amount Due: \$2,476.07

12. Bill of Lading No. 525057674, dated March 28, 2008, from LaGrange to Wigan via Charleston and Felixstowe on the Vessel MAERSK MANDRAKI, one (1) twenty-foot container SAID TO CONTAIN: CARPET TILS, at the applicable tariff and/or Service Contract rate of \$2,418.00 (Exhibit L).

Amount aid: \$2,151.60

Amount Due: \$266.40

13. Bill of Lading No. 525268185, dated April 2, 2008, from LaGrange to New Delhi via Charleston and Jawaharlal Nehru on the Vessel MAERSK MISSOURI, one (1) forty-foot Hi-Cube SAID TO CONTAIN: ANTISTATIC CARPET, at the applicable tariff and/or Service Contract rate of \$4,758.25 (Exhibit M).

Amount Paid: \$3,597.21

Amount Due: \$1,161.04

14. Bill of Lading No. 525340073, dated April 13, 2008, from Union to Laarne via Charleston and Rotterdam on the Vessel MOL ENDOWMENT, four (4) forty-five foot containers SAID TO CONTAIN: FABRIC, at the applicable tariff and/or Service Contract rate of \$9,811.88 (Exhibit N).

Amount Paid: \$0

Amount Due: \$9,811.88

15. Bill of Lading No. 525276511, dated April 13, 2008, from Nichols to Wigan via Charleston and Felixstowe on the Vessel MAERSK DALLAS, one (1) forty-foot Hi-Cube SAID TO CONTAIN: ROLLS SYNTHETIC FELT, at the applicable tariff and/or Service Contract rate of \$1,420.00 (Exhibit O).

Amount Paid: \$0

Amount Due: \$1,420.00

16. Bill of Lading No. 525390823, dated April 24, 2008, from Union to Laarne via Charleston and Rotterdam on the Vessel MOL INNOVATION, one (1) forty-five foot container SAID TO CONTAIN: FABRIC, at the applicable tariff and/or Service Contract rate of \$2,478.95 (Exhibit P).

Amount Paid: \$0

Amount Due: \$2,478.95

17. Bill of Lading No. 525384377, dated April 24, 2008, from Clinton to Gent via Charleston and Rotterdam on the Vessel MOL INNOVATION, one (1) forty-foot container SAID TO CONTAIN: CHEMICAL PRODUCTS & PREPARATIONS, at the applicable tariff and/or Service Contract rate of \$2,578.95 (Exhibit Q).

Amount Paid: \$0

Amount Due: \$2,578.95

18. Bill of Lading No. 525384847, dated April 28, 2008, from Clinton to Rotterdam via Charleston on the Vessel MOL INNOVATION, one (1) forty-foot container SAID TO CONTAIN: HETEROCYCLIC COMPOUNDS, at the applicable tariff and/or Service Contract rate of \$2,993.00 (Exhibit R).

Amount Paid: \$0

Amount Due: \$2,993.00

19. Bill of Lading No. 525454766, dated May 2, 2008, from LaGrange to Wigan via Charleston and Felixstowe on the Vessel MAERSK DOLORES, one (1) forty-foot container SAID TO CONTAIN: NON-WOVEN FELT, at the applicable tariff and/or Service Contract rate of \$1,326.00 (Exhibit S).

Amount Paid: \$0

Amount Due: \$1,326.00

20. Bill of Lading No. 525414589, dated May 5, 2008, from Union to Laarne via Charleston and Rotterdam on the Vessel APL BRAZIL, three (3) forty-five foot containers SAID TO CONTAIN: FABRIC, at the applicable tariff and/or Service Contract rate of \$7,361.22 (Exhibit T).

Amount Paid: \$0

Amount Due: \$7,361.22

21. Bill of Lading No. 525423549, dated May 5, 2008, from Blacksburg to Gent via Charleston and Rotterdam on the Vessel APL BRAZIL, one (1) forty-foot container SAID TO CONTAIN: CLARIFIER, at the applicable tariff and/or Service Contract rate of \$2,474.53 (Exhibit U).

Amount Paid: \$0

Amount Due: \$2,474.53

22. Bill of Lading No. 525423517, dated May 5, 2008, from Clinton to Gent via Charleston and Rotterdam on the Vessel APL BRAZIL, two (2) forty-foot containers and four (4) pallets SAID TO CONTAIN: DRUMS CHEMICAL PRODUCTS & CLARIFIER, at the applicable tariff and/or Service Contract rate of \$2,599.49 (Exhibit V).

Amount Paid: \$2,325.01

Amount Due: \$274.48

23. Bill of Lading No. 525423484, dated May 5, 2008, from Clinton to Gent via Charleston and Rotterdam on the Vessel APL BRAZIL, one (1) forty-foot container SAID TO CONTAIN: CHEMICALS, at the applicable tariff and/or Service Contract rate of \$2,574.53 (Exhibit W).

Amount Paid: \$0

Amount Due: \$2,574.53

24. Bill of Lading No. 525422399, dated May 7, 2008, from Blackburg to Durban via Charleston on the Vessel MSC AMSTERDAM, one (1) twenty-foot container SAID TO CONTAIN: CLARIFYER, at the applicable tariff and/or Service Contract rate of \$3,066.00 (Exhibit X).

Amount Paid: \$0

Amount Due: \$3,066.00

25. Bill of Lading No. 525464608, dated May 10, 2008, from LaGrange to Zeebrugge via Charleston and Rotterdam on the Vessel APL MALAYSIA, one (1) forty-foot container SAID TO CONTAIN: FABRIC, at the applicable tariff and/or Service Contract rate of \$2,842.56 (Exhibit Y).

Amount Paid: \$0

Amount Due: \$2,842.56

26. Bill of Lading No. 525476665, dated May 18, 2008, from LaGrange to Wigan via Charleston and Felixstowe on the Vessel MAERSK MESSOLOGI, one (1) forty-foot container SAID TO CONTAIN: NON WOVEN FELT, at the applicable tariff and/or Service Contract rate of \$625.00 (Exhibit Z).

Amount Paid: \$0

Amount Due: \$625.00

27. Bill of Lading No. 525405264, dated May 28, 2008, from LaGrange to Wigan via Charleston and Felixstowe on the Vessel MARIE MAERSK, one (1) forty-foot Hi-Cube SAID TO CONTAIN: SYNTHETIC FELT, at the applicable tariff and/or Service Contract rate of \$1,981.00 (Exhibit AA).

Amount Paid: \$0

Amount Due: \$1,981.00

28. Bill of Lading No. 525580716, dated May 27, 2008, from LaGrange to Dubai via Savannah on the Vessel MAERSK DOUGLAS, one (1) forty-foot container SAID TO CONTAIN: CARPET, at the applicable tariff and/or Service Contract rate of \$4,011.17 (Exhibit BB).

Amount Paid: \$3,841.00

Amount Due: \$170.17

29. Bill of Lading No. 525580115, dated June 1, 2008, from LaGrange to Wigan via Charleston and Felixstowe on the Vessel MAERSK DHAKA, one (1) forty-foot container SAID TO CONTAIN: NON-WOVEN FELT, at the applicable tariff and/or Service Contract rate of \$2,021.00 (Exhibit CC).

Amount Paid: \$0

Amount Due: 2,021.00

III. Total Amount Due: \$81,168.45